



CALLDOWN CONTRACT

Framework Agreement with: NIRAS Group (UK) Ltd

Framework Agreement for: @Global Evaluation and Monitoring Framework

Agreement (GEMFA) - Lot 3

Framework Agreement ECM Number: ITT 5485

Call-down Contract For: Evaluation Management Unit for Low Carbon Development

Initiative Phase 2 (LCDI2)

Contract ECM Number: ITT_5927

I refer to the following:

- 1. The above-mentioned Framework Agreement dated **1**st **February 2023**;
- 2. Your proposal of 12th October 2023

and I confirm that FCDO requires you to provide the Services (Annex A), under the Terms and Conditions of the Framework Agreement which shall apply to this Call-down Contract as if expressly incorporated herein.

1. Commencement and Duration of the Services

1.1 The Supplier shall start the Services no later than 1st March 2024 ("the Start Date") and the Services shall be completed by 1st March 2028 ("the End Date") unless the Calldown Contract is terminated earlier in accordance with the Terms and Conditions of the Framework Agreement.

2. Recipient

2.1 FCDO requires the Supplier to provide the Services to the Foreign, Commonwealth & Development Office (the "Recipient").

3. Financial Limit

3.1 Payments under this Call-down Contract shall not, exceed £1,117,189 ("the Financial Limit") and is inclusive of any government tax, if applicable as detailed in Annex B.

When Payments shall be made on a 'Milestone Payment Basis' the following Clause 22.3 shall be substituted for Clause 22.3 of the Section 2, Framework Agreement Terms and Conditions.

22. PAYMENTS & INVOICING INSTRUCTIONS





Where the applicable payment mechanism is "Milestone Payment", invoice(s) shall be submitted for the amount(s) indicated in Annex B and payments will be made on satisfactory performance of the services, at the payment points defined as per schedule of payments. At each payment point set criteria will be defined as part of the payments. Payment will be made if the criteria are met to the satisfaction of FCDO.

When the relevant milestone is achieved in its final form by the Supplier or following completion of the Services, as the case may be, indicating both the amount or amounts due at the time and cumulatively. Payments pursuant to clause 22.3 are subject to the satisfaction of the Project Officer in relation to the performance by the Supplier of its obligations under the Call-down Contract and to verification by the Project Officer that all prior payments made to the Supplier under this Call-down Contract were properly due.

4.	FCDO	Offic	cials
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4.1	The Project Officer is:	
4.2	The Contract Officer is:	

5. Key Personnel

The following of the Supplier's Personnel cannot be substituted by the Supplier without FCDO's prior written consent:

Title	Name
Contract Director	
Team Leader / Monitoring & Evaluation Lead (TL)	

6. Reports

6.1 The Supplier shall submit project reports in accordance with the Terms of Reference/Scope of Work at Annex A.

7. Duty of Care

All Supplier Personnel (as defined in Section 2 of the Agreement) engaged under this Call-down Contract will come under the duty of care of the Supplier:

I. The Supplier will be responsible for all security arrangements and Her Majesty's Government accepts no responsibility for the health, safety and security of individuals or property whilst travelling.





- II. The Supplier will be responsible for taking out insurance in respect of death or personal injury, damage to or loss of property, and will indemnify and keep indemnified FCDO in respect of:
 - II.1. Any loss, damage, or claim, howsoever arising out of, or relating to negligence by the Supplier, the Supplier's Personnel, or by any person employed or otherwise engaged by the Supplier, in connection with the performance of the Call-down Contract;
 - II.2. Any claim, howsoever arising, by the Supplier's Personnel or any person employed or otherwise engaged by the Supplier, in connection with their performance under this Call-down Contract.
- III. The Supplier will ensure that such insurance arrangements as are made in respect of the Supplier's Personnel, or any person employed or otherwise engaged by the Supplier are reasonable and prudent in all circumstances, including in respect of death, injury or disablement, and emergency medical expenses.
- IV. The costs of any insurance specifically taken out by the Supplier to support the performance of this Call-down Contract in relation to Duty of Care may be included as part of the management costs of the project, and must be separately identified in all financial reporting relating to the project.
- V. Where FCDO is providing any specific security arrangements for Suppliers in relation to the Call-down Contract, these will be detailed in the Terms of Reference.

8. Call-down Contract Signature

8.1 If the original Form of Call-down Contract is not returned to the Contract Officer (as identified at clause 4 above) duly completed, signed and dated on behalf of the Supplier within **15 working days** of the date of signature on behalf of FCDO, FCDO will be entitled, at its sole discretion, to declare this Call-down Contract void.

Signed by an authorised signatory for and on behalf of Secretary of State for Foreign, Commonwealth and Development Affairs

Name: Position:





Signature:	e-sign v	∕ia J	laggaer
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Date:

Signed by an authorised signatory for and on behalf of the Supplier

Name: Position:

Signature: e-sign via Jaggaer

Date:

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Terms of Reference Evaluation Management Unit for Low Carbon Development Initiative (LCDI) Phase 2

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Background

- The Foreign, Commonwealth and Development Office (FCDO) pursues the UK's national interests and
 projects the UK as a force for good in the world. We promote the interests of British citizens, safeguard
 the UK's security, defend our values, reduce poverty and tackle global challenges with our
 international partners. In Indonesia, the UK's development objectives are focused primarily on
 supporting Indonesia's objectives in tackling climate change.
- 2. The British Embassy Jakarta (BEJ) is seeking a supplier for an **Evaluation Management Unit (EMU)** to carry out the independent evaluation of FCDO funded activities under the Low Carbon Development Initiative (LCDI) Phase 2 programme in Indonesia for duration of four years (2023-2027).

The Low Carbon Development Initiative

- 3. The LCDI is a longstanding partnership between UK and Government of Indonesia (GoI), represented by the Development Planning Ministry (Bappenas), since 2017. During the first phase of LCDI (2017-2021), Bappenas led the production of different development scenarios for achieving net zero emission targets. A key result was the launch in 2019 of a report called "Low Carbon Development: A Paradigm Shift Towards a Green Economy in Indonesia" (the LCDI report)¹. Findings and policy scenarios from this report have since been integrated into Indonesia's National Mid-Term Development Plan (RPJMN) 2020-2024.
- 4. The LCDI Report provides a clear, evidence-based set of scenarios, for an ambitious, low-carbon pathway for Indonesia that also delivers growth, jobs and poverty reduction. If the most ambitious scenario in the LCDI Report is implemented, the following benefits are predicted to be realised by 2045:
 - the Indonesian economy will grow on average by 6% p.a. 2019-45,
 - over USD 5.4 trillion will be added to GDP in 2045,
 - 15.3 million more jobs will be created (which are greener and better paid),
 - air quality and living conditions will improve.

Since the COVID-19 pandemic, the modelling that produced as part of LCDI report has been revised to consider the impacts of COVID-19² on Indonesia's economy, society and environment.

5. Bappenas has requested a continuation of bilateral cooperation on the low-carbon development agenda. A second phase of LCDI is anticipated to commence in mid-2023.

Objectives and Scope of LCDI Phase 2

6. LCDI Phase 2 is a four-year programme (2023-2027) which will be funded through UK International Climate Finance. Phase 2 will build upon the foundations laid by Phase 1, with a view to mainstreaming low carbon development both at national level and with key provinces, during and beyond the current

¹ Please access related LCDI documents through this link which is publicly open and owned by BAPPENAS: https://lcdi-indonesia.id/wp-content/uploads/2022/03/Low-Carbon-Development-A-Paradigm-Shift-Towards-a-Green-Economy-in-Indonesia-Full-Report-2019.pdf

² For the purpose of modelling Covid19 into the low carbon as mentioned in Paragraph 4, the LCDI model has incorporated Covid19 model from Vensim as following link: https://vensim.com/coronavirus/

RPJMN (2020-24), towards the next National Medium and Long-term Development Plans (RPJPN 2025-45) and Indonesia vision 2045.

- 7. The programme is described in the approved business case, available online here: 90000769.odt (live.com). Annex C presents the Theory of Change set out in the business case. Annex D contains the ToR for Invitation to Tender for the LCDI 2 Supplier contract, which is highly relevant to the EMU Supplier's expected objectives and delivery model.
- 8. Indicative outcomes to be refined in programme's initial inception phase are:
 - Low-carbon growth commitments are integrated into national and provincial medium and longterm development plans, underpinned by strong Monitoring, Reporting and Verification (MRV) systems.
 - 2) Broad and deep political support is mobilised for low carbon development to achieve the 1.5-degree target.
 - 3) Cross-sectoral and thematic policy reforms, spanning green and blue economy, enable the achievement of a high-ambition low carbon development scenario.
- 9. To deliver the outcomes of LCDI Phase 2, there are four key workstreams as follows.

Workstream 1: Partnerships with National Line Ministries. The Programme will partner with key ministries such as Bappenas, Ministry of Finance and Ministry of Home Affairs as well as sectoral ministries including the Ministry of Environment and Forestry, Ministry of Energy and Ministry of Agriculture to develop the policies and plans to implement a low carbon development pathway. Anticipated activities will include:

- i. Develop low carbon plans, policies, budgets, and interventions.
- ii. Integrate low carbon targets and approaches into government and sectoral ministries' annual and/or strategic plans.
- iii. Advance the design and application of the LCDI Model³ as a key input to inform the process of formulating targets and policy mix within the RPJMN 2025-2029 and RPJPN 2025-2045.
- iv. Strengthen Indonesia's approach to monitoring and reporting GHG emissions, in particular by improving linkages and coherence between different systems (e.g.: AKSARA⁴, and sectoral MRV systems).

Workstream 2: Partnerships with Key Provincial Governments. Led by the Government of Indonesia, partnerships will be strengthened and/or established with provincial governments to advance the low carbon development agenda at the sub-national level. Partner provinces will include at a minimum the three pilot provinces from LCDI Phase 1, which are Riau, South Sulawesi and West Papua. The anticipated indicative activities will include:

- i. Developing low carbon plans, policies, budgeting and interventions to mainstream the integration of the low carbon development indicators into provincial-level development planning and associated plans and regulations.
- ii. Develop LCDI model for application in the development of (1)
- iii. Promoting institutionalisation and long-term buy in to the low carbon development agenda at the sub-national level.

³ LCDI model is using System Dynamic Model (https://systemdynamics.org/) which has agreed by BAPPENAS. The implementation of this method for low carbon development is mentioned in the LCDI report of Paragraph 4 above.

⁴ Please read full description of AKSARA here: https://pprk.bappenas.go.id/aksara/

iv. Technical assistance to operationalise the new integrated LCDI Monitoring, Evaluation and Reporting (MER) system, and to ensure synchronicity between provincial and national MER approaches.

Workstream 3: Political Engagement. LCDI Phase 2 will support key organisations to work politically and strategically to build domestic and international coalitions of support to drive Indonesia's ambition on low-carbon development. This will require building effective relationships with parliament, private sector, academia, and other non-state actors.

Workstream 4: Innovation and Technology Fund. Currently, the GoI considers that key barriers exist to realising the higher ambition scenarios of LCDI – including public policy, political and technology constraints. LCDI Phase 2 will establish a competitive funding mechanism to support GoI to test new and scalable approaches for addressing these barriers.

Purpose and objective of the Contract

- 10. The primary purpose of the EMU contract is to maximise the LCDI 2 programme's efficiency, effectiveness, impact, and sustainability. The secondary purpose is to strengthen the FCDO and global evidence base on how to foster green, resilient economic growth.
- 11. The objectives of the evaluation are set as following:
 - a) Strengthening the monitoring framework of the LCDI Phase 2 Supplier, to ensure ongoing, systematic collection of information for assessing the LCDI 2 progress toward the outputs, outcomes, and impacts.
 - b) Undertaking independent evaluation to:
 - Assess the programme's contribution to intended outcomes and impact, and the prospect for sustainability of effects immediately beyond programme's exit and in the long-term;
 - Identify whether the programme has contributed to any unintended consequences or effects (positive or negative);
 - c) Facilitating learning and knowledge dissemination to process, present and reflect on the information generated from monitoring and evaluations (and from any other evidence generating activities) and use this to:
 - continuously improve the programme's ability to achieve results, noting that LCDI2 is intended to be an adaptive programme.
 - Expand the UK Government's and global evidence base on what works and what does not work for building low carbon development and green economy.

Audience and stakeholder landscape

12. The primary audience and receipt for the activities and services under this contract is the British Embassy Jakarta, specifically the LCDI Phase 2 programme team. Secondary audiences include the programme's partners, particularly within the Government of Indonesia (e.g.: Bappenas, provincial governments); and other teams in HMG working in the region and/or working on low carbon development. In addition, actors beyond the UK government who are engaged in climate change mitigation and green economy globally.

13. The EMU Supplier will be expected to assess the wider landscape of stakeholders working on low carbon development in Indonesia, and engage as needed with those stakeholders where doing so will enhance the delivery of the contract. These may include other donors and development partners who are supporting or delivering related programmes (e.g.: UNDP, GIZ, WRI); other programme teams in British Embassy Jakarta and/or wider HMG (e.g.: Mentari, UK PACT, Climate Compatible Growth); other NGOs/CSOs, private sector and commercial actors involved in delivery, financing governance and/or advocacy relating to low-carbon development in Indonesia.

Scope and outputs of the contract

14. In order to achieve the objectives of this contract the EMU supplier will deliver a set of specific outputs as outlined below. The Supplier bid should set out the proposed approaches and methodologies that will be used to meet the requirements as outlined below. The Supplier should set out the deliverables to be produced under the contract, with a justification for the timing and sequencing. A work plan should be provided. Deliverables should include those described below at a minimum.

The EMU Supplier will need to work closely with the LCDI2 Supplier in the delivery of the services: the distinction and complementarity between their roles in relation to MEL is explained below. A summary of key deliverables is provided in Annex A.

MEL approach, framework and systems

a) Support to MEL system: the EMU Supplier will undertake a light touch assessment of LCDI 2 Supplier's overall system and approach to MEL⁵. The purpose is to ensure that MEL systems are effectively aligned with, and thus can support, the overall objectives of the LCDI 2 programme. This assessment should also consider MEL aspects of the programme's risk management approach, if applicable. This assessment will primarily involve desk-based review of documentation produced by the LCDI2 Supplier, e.g.: theories of change (see below), MEL plans. Based on this assessment, the EMU Supplier will issue recommendations for improvement, and work with the LCDI2 Supplier to integrate the implementation of those recommendations into the LCDI 2 work plan.

The LCDI2 Supplier will be expected to refine the Theory of Change provided in the business case (see Annex C) during their inception phase, and will have primary responsibility for TOC product(s) through the programme lifetime. The EMU Supplier will provide quality assurance in the development and periodic review of the TOC, and will provide recommendations to the LCDI2 Supplier and the FCDO. The LCDI2 Supplier will be expected to respond to those recommendations, either implementing them or providing justification acceptable to BEJ in cases where they do not. This will be the case for all cases in which the EMU Supplier undertakes a quality assurance role of work undertaken by the LCDI2 Supplier (including 14b and 14c below).

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⁵ The quantity and nature of the materials available for review will depend on the stage at which the EMU Supplier contract commences, in relation to the LCDI 2 Supplier. This will also influence the approach to implementing recommendations eg: whether or not the recommendations are delivered prior to the finalisation of the MEL approach at the close of the LCDI 2 Supplier inception phase (Autumn 2023).

Monitoring

- b) Support to Monitoring Framework: the development of a monitoring framework will be the responsibility of the LCDI2 Supplier⁶. The EMU supplier will provide expert advice and quality assurance in relation to the monitoring framework, prior to its finalisation and at appropriate review points throughout the programme framework (to be agreed with the LCDI2 Supplier and BEJ). The purpose of the EMU Supplier's involvement is to ensure the monitoring framework provides a clear and robust way of tracking the LCDI 2 programme's progress toward its intended outcomes and impacts.
- c) Support to ICF KPIs: As LCDI 2 is funded through UK ICF, it is necessary to identify and include relevant ICF KPIs within the monitoring framework. The LCDI 2 Supplier is responsible for doing this, and the EMU will provide expert advice and quality assurance in relation to KPI selection, methodology for data collection, incorporation into the monitoring framework, and robustness of the data collected. Where necessary the EMU Supplier will perform further investigations to ensure that data presented by projects is accurate and robust.

Evaluation

The EMU Supplier will undertake independent evaluation of the LCDI 2 programme.

The specific objectives of evaluation⁷ include: assess the programme's contribution to intended outcomes and impact, and prospects for sustainability of effects immediately beyond the programme's exit and in the long-term; identify whether the programme has contributed to any unintended consequences or effects (positive or negative); generate evidence and learning to inform programme design and implementation to maximise operational effectiveness.

The Supplier will meet these objectives through the delivery of two evaluation components:

d) Process evaluation, whose purpose primarily to analyse whether an intervention is being implemented as intended; whether the design is working; and what is working more or less and why.

⁶ This differs from the approach envisaged in the Business Case, which set out that the entire MEL framework (including monitoring framework) would be the responsibility of the MEL Partner (ie: EMU Supplier). The reason for this change is to strengthen the independence of the EMU: they will not be asked to review a monitoring framework that they have also developed.

⁷ The FCDO is a member of the OECD Development Assistance Committee (DAC) Network on Development Evaluation. As such, we adopt the OECD DAC definition of evaluation:

[&]quot;The systematic and objective assessment of an on-going or completed project, programme or policy, its design, implementation and results. The aim is to determine the relevance and fulfilment of objectives, development efficiency, effectiveness, impact, and sustainability. An evaluation should provide information that is credible and useful, enabling the incorporation of lessons learned into the decision—making process of both recipients and donors. Evaluation also refers to the process of determining the worth or significance of an activity, policy, or program. An assessment, as systematic and objective as possible, of a planned, on-going, or completed development intervention."

e) Impact evaluation and/or impact assessment⁸, to investigate what changes have occurred as a result of the intervention, the scale of those changes, and an assessment of the extent to which they can be attributed to the intervention.

The LCDI2 programme, and wider FCDO, will use evaluations for purposes of learning and accountability. **Learning** includes managing risk and uncertainty of the intervention and its implementation; improving the programme by providing evidence to make better decisions; gaining a general understanding of what works, for whom and when, and generate examples for future policymaking; and developing evidence to inform future interventions. **Accountability** includes generating evidence of effectiveness of the programme, for Reviews and in response to scrutiny and challenge from public accountability bodies.

The Supplier will be expected to consider evaluation use and impact in their evaluation design process – this should include an assessment of audience, through stakeholder mapping, and timing and dissemination of outputs.

Approach to evaluations should recognise beneficiaries as key stakeholders unless there is a clear rationale for omitting this. Supplier bids should show a clear attempt to 'close the feedback loop' through a specific consideration of appropriate methods to engaging beneficiaries in one-way or two-way feedback interactions. This should be evident throughout the evaluation cycle, including in the evaluation design, evidence gathering, validation and analysis, and dissemination phases. Justified exemptions from this include where programme activities do not interact directly with beneficiaries or cases where direct engagement with beneficiaries might cause a disproportionate burden to fall upon them.

Learning

- f) Learning and knowledge dissemination strategy: the EMU Supplier will be expected to develop an approach for learning and knowledge dissemination throughout the lifetime of LCDI 2. This will include synthesising of evidence generated from monitoring and evaluation activities; for synthesis of monitoring outcomes, in particular, the EMU Supplier will need to work closely with the LCDI2 Supplier to ensure sufficient and timely access to data. The strategy should comprise, at minimum, objectives, approach, audience, process, outputs, targets and indicators.
- g) Learning materials: the EMU Supplier will produce key learning material from the evaluation activities for example papers, reports, journals, op-eds, etc and disseminate to wider stakeholders. At least some of these knowledge/research products should relate to the evaluation questions.
- 15. The bidder should show consideration to gender and disability in the approach they propose, noting specifically that the programme's results framework should report on gender and comply with the UK's International Development (Gender Equality) Act 2014 and the Disability Discrimination Act 2005.

⁸ Given the budget available, it is anticipated that a theory-based approach to impact evaluation/assessment may be more appropriate than an experimental approach, but Suppliers are welcome to suggest an approach that they consider best fits requirements.

16. <u>Bidders should include an assessment of relevant risks, challenges and mitigating factors in their proposal.</u> See Annex B for an initial assessment of risks relating to the delivery of this contract.

Contract phasing

- 17. The **Inception Phase** will last for no more than 3 months beginning from the signing of the contract between FCDO and the successful bidder. Activities will include:
 - Preparation of an inception report
 - Integration and/or alignment between relevant elements of EMU and LCDI Phase 2 approach, including: work plans, stakeholder mapping, communications and knowledge management, and governance.
 - Identification of programme monitoring data required for evaluation purposes, and agreement upon responsibilities for primary data collection;
 - Review of LCDI Phase 2 Theory of Change to ensure effectiveness and appropriateness for evaluation purposes;
 - Recommendations regarding the overall data collection system including suggested revisions to project level monitoring systems and any primary data collection needs;
- 18. Under the **Implementation Phase** the supplier will operationalise the plans, approaches, and strategies agreed with FCDO in the Inception phase to deliver the MEL contract's objectives, as per the scope of work outlined above. The Implementation phase will begin immediately after the end of the Inception phase and will last until the end of LCDI programme.

Inception and progress reports

- 19. The Supplier will deliver an **Inception Report** at the end of the inception phase. This report will detail the approaches, plans, methodologies, and strategies proposed to deliver the objectives of the contract (expanding on the information provided in the bid).
 - FCDO will review the Inception Report, and grant final approval. Before the report is finalised and approved, the supplier must address all feedback as provided by FCDO. The report will be treated as a milestone under this contract with a payment linked to its satisfactory completion.
 - 20. The inception report should provide further detail on the outputs to be delivered, in line with the scope and outputs section above (point 14). This should include the MEL system review, the Monitoring Framework review (including selection of ICF indicators, and delivery of learning materials. The Learning and Knowledge Dissemination Strategy will be produced by the close of the inception phase.
 - 21. The inception report should contain a comprehensive description of evaluation design, and detail on the specific outputs envisaged and their timing (e.g.: draft and final evaluation reports). Evaluation design should comprise:
 - Evaluation approach, methodology and evaluation questions,
 - A list of evaluation questions. Each question should be accompanied by: explanatory comments, judgement criteria, quantitative and qualitative indicators, methodological approach to data

- collection and analysis. The set of questions should be able to answer relevance, efficiency, effectiveness, sustainability, and impact of the LCDI 2 programme.
- A review of the main risks and challenges for the evaluation and how these will be managed,
- A proposal on the collection of primary data, if appropriate, including details of the division of responsibilities for data collection between LCDI 2 Supplier and the EMU,
- Discussion of how to ensure that the design and application of methods will be ethically sound and which relevant ethical standards will be applied,
- Assessment of the probable quality and credibility of the identified datasets and sources and implications for primary data collection and the evaluation,
- A detailed evaluation workplan, including field missions and costings.
- Detailed approach to quality assurance

The evaluation approach, and selection of methodology, must take into account the following considerations. Detailed Information on FCDO's general approach to evaluations can be found in HMG's Magenta book.

- The overall design must be methodologically rigorous and credible.
- The approach must demonstrate relevance to the context of low-carbon development in Indonesia, including political and institutional dynamics, interlinkage of social, economic and environment themes, and sectoral scope.
- The approach must demonstrate relevance to the objectives and types of interventions under LCDI 2, including capacity-building, policy influencing, science-policy interface, fostering and scaling innovation, multi-stakeholder convening and partnerships, and institutional change.
- Conditions for replication and scale-up. The evaluation design should allow generalisation from the programme level and should identify key contextual factors expected to affect the effectiveness, sustainability and external validity.
- Assessment of Value for Money
- 22. Each year, in advance of LCDI 2's Annual Review, the EMU Supplier will produce a comprehensive progress report that summarises progress toward programme outcomes, using indicators as per the monitoring framework. The report will contribute to FCDO's AR process, which considers the extent to which the programme is delivering against the outputs of the outcomes of the programme's logical framework. The EMU Supplier will rely on the monitoring data supplied by the LCDI 2 Supplier.

Governance Arrangements and Quality Assurance

- 23. The EMU will report to the LCDI Senior Responsible Owner (SRO). On occasion, the Supplier may be requested to participate in LCDI 2 Steering Committee and/or other elements of the governance structure, for example, to present key findings. The exact nature of LCDI2 programme governance is to be determined during the inception phase of the LCDI 2 Supplier, likewise its make-up, but it will include representatives from BEJ and Government of Indonesia.
- 24. BEJ will agree a work plan with the EMU Supplier during the inception phase, which will be revisited regularly and adjusted when necessary. The SRO, with input from an FCDO MEL Advisor, will sign off

- on the design, methodological approach and tools proposed for achieving the scope of the contract during the inception phase. It is expected that the Supplier will independently manage the implementation plan but consult the SRO before decisions are taken or changes are made. Regular progress meetings will be held, likely monthly.
- 25. The EMU Supplier and the LCDI2 2 Supplier are both separately accountable to FCDO, and are not accountable to one another. However, they will need to work closely together to share information, adapt approaches and ensure economy and efficiency. Bidders should explain how they propose to build a good working relationship with the LCDI 2 Phase 2 Supplier, ensuring clear delineation of responsibility and accountability.
- 26. Key deliverables under this contract (including inception report, interim and final evaluation reports) will need to be reviewed and signed off by FCDO's Evaluation Quality Assurance Service. <u>Bidders should provide detail on their internal quality assurance processes relevant to the services being delivered.</u>

Timing and Budget

- 27. It is envisaged that the start of this contract will be 1st March 2024. The budget for this work will be up to £1.4 million for four years inclusive of any local government taxes but exclusive of VAT. The contract will include an option to extend by up to an additional 24 months in duration and up to £600,000 in value.
- 28. The contract will contain break clauses that can be exercised at the conclusion of the inception phase and at the end of Year 2. These break clauses can be utilised in the event that FCDO intends to appoint an alternative MEL partner for the implementation phase of LCDI2.
- 29. FCDO reserve the right to scale down or discontinue this programme at any point in line with the Terms and Conditions. Scaling Down is at FCDO's discretion and may occur for a number of reasons including but not limited to a change in the security and/or political circumstances of the country, supplier performance or shortage of funds.
 - 30. <u>Bidders should propose a budget for this contract which clearly corresponds to the approach and deliverables set out. Bidders should also propose a Payment by Results schedule, and should demonstrate how they will ensure Value for Money.</u> All proposals should be aligned with FCDO cost eligibility for commercial contracts.

Payment and Key Performance Indicators (KPIs)

- 31. During the inception phase, expenses will be reimbursed on actual expenditure and fees will be paid on the successful delivery of the inception phase deliverables—the inception report. The inception report will be treated as a milestone and payment will be made on its satisfactory completion.
- 32. Under the Implementation phase, payments will be scheduled on a quarterly basis, in line with the UK fiscal year (April to March). Fees will be paid on a hybrid basis, with 80% of fees linked to deliverables/sub-outputs included in the bid, and 20% linked to KPIs to be paid on their achievement.

Where payments against deliverables are tied to KPIs, note that payment will be subject to FCDO's approval of KPI achievement.

- 33. As mentioned above, FCDO will follow a hybrid approach for making payments against the deliverables agreed under the inception phase of the contract. As such, deliverables will be evaluated against the following KPIs.
 - **Timeliness**: FCDO will use *Delivering on Time* as a key criterion for performance evaluation against the deliverables.
 - Quality (1-6): FCDO will assess the *quality* of deliverables using FCDO standards and the extent to which a deliverable achieves the purpose it is meant to serve. For major evaluation deliverables, FCDO will use our Independent Quality Assurance processes to provide further validation of findings. We expect to rate deliverables based on their relevance, accuracy, clarity and coherence. We expect to use a 1-6 scale to rate the deliverables on their quality. Payments will be made once the BEJ programme team scores a deliverable 5 or above. If there is a dispute over the quality of a deliverable (e.g., a report), then feedback will be provided, and the supplier allowed an opportunity to improve the deliverable to the required standard. FCDO will make 100% payment for final version of a deliverable that receives score 6 on the 1-6 scale. FCDO will reduce the payment by 20% for every one-point reduction in score.
 - Lessons Learned, captured, and shared (1-6): For reports, evaluations products, research
 products—if meant to capture learning— FCDO will evaluate them also on the basis of how
 well the learning is captured and shared.
 - **Financial management:** regular and accurate forecasts within 5% maximum variance threshold and invoices (quarterly), linked to progress reporting, are submitted on time.

Skill and experience required

34. FCDO encourages bids from teams/consortia with a proven record of delivering MEL for multicomponent programmes of a comparable value, with a strong emphasis on policy and institutional change.

The EMU Supplier should have a demonstrated understanding of a range of evaluation designs and research methods and be able to identify the strengths and limitations of different designs.

35. Essential requirements:

- Technical expertise and experience of carrying out MEL in relation to (a) climate change mitigation (b) policy and policy influence
- Track record of designing and implementing mixed methods evaluations testing causal pathways (i.e., using theory-based approaches) and undertaking contribution analysis.
- Physical presence in Jakarta to enable close working with BEJ, LCDI 2 Supplier and stakeholders
- Relevant experience and track record in the South-East Asia region and a demonstrated understanding of relevant national and regional context.
- Ability to communicate complex studies and findings in an accessible way for non-technical readers, including presentation of data in visually appealing ways, highly

structured and rigorous summaries of findings and robust and accessible syntheses of key lessons.

36. The composition of the team should include a balance of international and national consultants, and take into account other diversity considerations (e.g. age, gender, disability).

Other requirements

Reporting and Monitoring

37. The EMU Supplier is required to submit formal reporting against an agreed work plan, and attend periodic meetings to discuss progress and future work plans with BEJ.

Data responsibilities

- 38. The General Data Protection Regulation (GDPR) is a legislation that came into force on 25th May 2018. GDPR builds on data protection legislation, with a focus on governing the processing of personal data. Personal data is information relating to an identified, or identifiable living person. Further information on personal data and general responsibilities under GDPR legislation is available at The Data Protection Act. Under GDPR, the contract must be clear on the roles and responsibilities relating to the Controller and the Processor.
- 39. The EMU Supplier should consider the use of digital elements to maximise value for money while ensuring the programme remains inclusive and fully accessible. Any proposed digital elements will require approval in line with FCDO's Programme Operating Framework (PrOF) Guides and must follow the UK Government's standards. Full guidance on Digital spend can be found Here. All digital content produced by the Supplier is subject to UK government digital principles as set out by the Government Digital Service (GDS). All digital developments should:
 - a) put the needs of users first
 - b) learn from and improve these services over time
 - c) be freely available for other DFID programmes to use

For more information see https://www.gov.uk/designprinciples.

- 40. The successful Supplier will be responsible for ensuring full adherence with the guidance on when and how to use UKaid branding on all elements of the Programme. Full guidance on how and when to use the UKaid logo and branding can be found at https://www.gov.uk/government/publications/uk-aid-standards-for-using-the-logo.
- 41. It should be noted that all data and metadata are owned by FCDO, and bidders should ensure in the initial design, and methods that all data is rigorously documented. The EMU is required to provide all underlying data to FCDO, anonymised and in a suitable consumable format.

Fraud and Corruption

42. FCDO has a zero-tolerance approach to corruption. The Supplier will have full responsibility for monitoring and mitigating the risk of fraud and corruption in the delivery of research. The EMU will need to comply with FCDO's policies on fraud and anti-corruption and cooperate with any checks

- required from them for the duration of the evaluation e.g. annual audited statements, policies on management of funds, etc.
- 43. All suspected cases of fraud must be reported immediately to FCDO, and the Supplier will be expected to put in place a comprehensive risk management system which is appropriate to the context and consistent with FCDO's own methodologies

Modern Slavery

44. Do not commit any acts which contribute to exploitative practice (e.g. modern slavery/child labour). This includes failing to report concerns or suspicions regarding an act by another member of staff or staff from a partner or Supplier. FCDO has zero tolerance of staff or Suppliers contributing to exploitation including modern slavery or child labour. We consider this to constitute gross misconduct, and therefore grounds for termination of contract. Other action may also be taken, e.g. reporting criminality when applicable.

Disability

45. For FCDO, disability inclusive development means that people with disabilities are systematically and consistently included in and benefit from international development. To this effect, and in compliance of the Disability Discrimination Act 2005, the supplier will outline how people with disabilities will be consulted and engaged in the delivery of this contact.

Duty of Care

- 46. The Supplier is responsible for the safety and well-being of their Personnel and Third Parties affected by their activities under this contract, including appropriate security arrangements. They will also be responsible for the provision of suitable security arrangements for their domestic and business property.
- 47. FCDO will share available information with the Supplier on security status and developments incountry where appropriate. FCDO will provide the following: A copy of the FCDO visitor notes (and a further copy each time these are updated), which the Supplier may use to brief their Personnel on arrival.
- 48. The Supplier is responsible for ensuring appropriate safety and security briefings for all of their Personnel working under this contract and ensuring that their Personnel register and receive briefing as outlined above. Travel advice is also available on the FCDO website and the Supplier must ensure they (and their Personnel) are up to date with the latest position.

General Data Protection Regulations

49. The EU General Data Protection Regulation (GDPR) and the Data Protection Act (2018) came into force in May 2018. The legislation means that everyone in the FCDO must comply with GDPR when handling personal data regardless of where they are located or the nationality of the people whose personal data it is (the data subjects). The Act implements a wide range of data protection reforms across the UK and introduces 4 distinct data protection regimes into UK Data Protection law. The schedule to be

completed by Parties before processing personal data under the Contract is provided at Annex E. Please refer to the details of the GDPR relationship status and personal data (where applicable) for this project as detailed in Annex E and the standard clause 33 in section 2 of the contract.

Safeguarding and Do not Harm

50. The supplier must demonstrate that it has proper procedures and policies in place to address and eliminate the risk of poor human rights practices within the delivery chain of the contract. These practices include exploitation, abuse and harassment, all forms of child abuse and inequality or discrimination on the basis of race, gender, age, religion, sexuality, culture, or disability. There must be protection from violence, exploitation, and abuse, direct or indirect. This includes sexual exploitation and abuse but should also be understood as all forms of physical or emotional violence or abuse and financial exploitation. The supplier must place an emphasis on the control of these and further unethical or illegal employment practices, such as modern slavery, forced labour, and other forms of exploitative and unethical treatment of workers.

Other Requirements

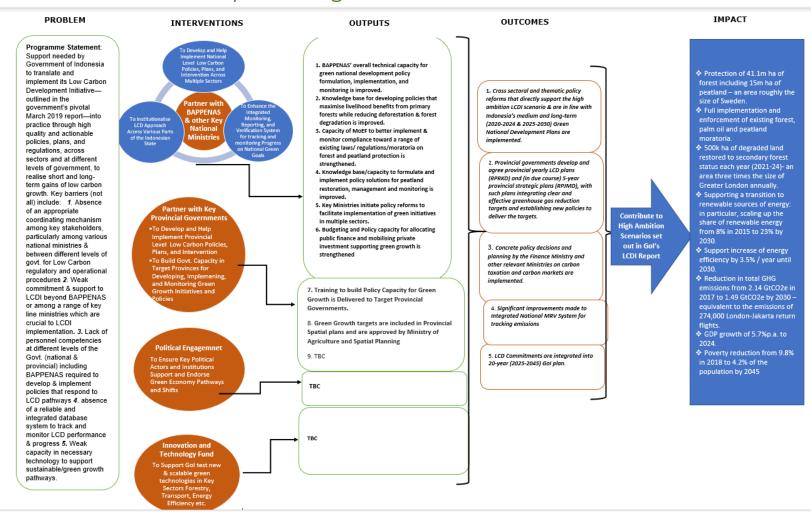
- **51.** Compliance with Environmental and Social Safeguards and the Ethical Guidance for Research, Evaluation and Monitoring Activities.
- 52. Consider whether external ethics approval is needed. For evaluations, monitoring and other activities, submission to Institutional Review Board (IRB)/Research Ethics Committee (REC) (and the relevant regulatory authority in the country) is not generally required, however FCDO expects the planning of data collection and analysis to reflect active consideration of ethical principles and standards.
- 53. FCDO will have unlimited access to the material produced by the supplier in accordance with <u>our</u> <u>policy on open access to data</u> as expressed in our general conditions of contract.

Annex A: Initial risk assessment for EMU contract

Risk category	Risk	Mitigation measures
Operational	Weak performance of and/or poor collaboration with LCDI2 Supplier impacts on quality of MEL data, process and impact.	Ensure clarity on respective responsibilities; ensure effective programme governance and accountabilities; proactively plan for effective collaboration.
Operational	The MEL framework is not able to flex/respond sufficiently quickly to changes in adaptive programme design.	Ensure that adaptive design is considered from the start of the MEL system design. Use programme governance to preemptively address issues if/as they emerge.
Fiduciary	Aid diversion	All implementing partners will undergo due diligence assessments to ensure that

		they have appropriate controls in place to ensure UK Aid is not lost to fraud or corruption. FCDO will complete delivery chain mapping and fraud risk assessments with all partners.
Delivery	Lack of support for LCDI by key stakeholders means the programme cannot achieve its outcomes	The LCDI2 Supplier will be required to employ robust political economy analysis through the programme, and there is a dedicated political engagement workstream. Bappenas, the primary client in Government of Indonesia, will be closely involved in programme design and governance.
Operational	FCDO ODA budget allocations reduce, meaning that the total EMU contract size is not fulfilled in the anticipated timeframe.	BEJ will be closely involved in, and monitoring, the budget process. LCDI2 is a high priority bilateral programme for BEJ, referenced in the UK-Indonesia Partnership Roadmap 2022-24, and it is thus a priority to protect.
Safeguarding	Safeguarding issues within delivery chains.	All implementing partners will undergo enhanced due diligence assessments to ensure that they have appropriate controls in place to ensure safeguarding risks (e.g. sexual misconduct, do no harm) are managed within our risk appetite. LCDI2 is primarily a policy Technical Assistance programme and is not primarily targeting vulnerable communities.

Annex B: LCDI2 Theory of Change



Annex C: Supplier Performance Assessment

Rating	Definition
6	Responsibilities delivered with a high level of efficiency and effectiveness.
U	Supplier proactively in taking steps to achieve outcomes according to contracted responsibilities
5	Responsibilities delivered with a high level of efficiently and effectively.
4	Minor effort required to improve delivery of one or more contracted responsibilities.
3	Effort needed to deliver contracted responsibilities.
2	Major effort needed to deliver contracted responsibilities.
2	Significant effort required from FCDO where service provider is not delivering.
1	Serious under performance. Not meeting most contract deliverables.

Annex D: list of key deliverables

List of key deliverables	
Deliverable	Timeframe
Inception Report, including evaluation design and work plan.	By end month 3
Learning and Knowledge Dissemination Strategy	By end month 3
Annual progress report	Annually, exact dates TBC
Review of MEL framework	TBC but anticipated by month 6
Reviewing of Monitoring Framework, including ICF KPI selection	TBC but anticipated by month 6
Process evaluation	TBC but anticipated in Year 2
Impact evaluation and/or impact assessment	TBC but anticipated in Year 4
Learning materials	TBC periodic publication

Annex E: GDPR requirements

Schedule of Processing, Personal Data and Data Subjects

This schedule must be completed by the Parties in collaboration with each-other before the processing of Personal Data under the Contract. The completed schedule must be agreed formally as part of the contract with FCDO and any changes to the content of this schedule must be agreed formally with FCDO under a Contract Variation.

Parties acknowledge that for the purposes of the Data Protection gislation, the following status will apply to personal data under this nitract: The Parties acknowledge that Clause 33.2 and 33.4 (Section 2 of the contract) shall not apply for the purposes of the Data Protection Legislation as the Parties are independent Controllers in accordance with Clause 33.3 in respect of the following Personal Data:
contract) shall not apply for the purposes of the Data Protection Legislation as the Parties are independent Controllers in accordance
with clause 33.3 in respect of the following refsorial bata.
 personal data required for the administration and fulfilment of this contract.